

EXHIBIT B

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF PENNSYLVANIA

IN RE: : Case No. 23-10763-amc
STREAM TV NETWORKS, INC. CH: 11 :
AND NETWORKS, INC. AND : Philadelphia, Pennsylvania
TECHNOVATIVE MEDIA, INC. : December 4, 2024
: 12:53 p.m.
. :
.

BEFORE THE HONORABLE ASHELY M. CHAN
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Chapter 11 Trustee: Michael D. Vagnoni, Esq.
Edmond M. George, Esq.
Obermayer Rebmann Maxwell &
Hippel LLP
Centre Square West
1500 Market Street, Suite 3400
Philadelphia, PA 19102
215-665-3066

Steven M. Coren, Esq.
Kaufman Coren & Ress, P.C.
Two Commerce Square
Suite 3900
2001 Market Street
Philadelphia, PA 19103-2713
215-735-8700

For Visual Semiconductor,
Inc.: John H. Thompson. Esq.
Akerman
750 Ninth Street, N.W.
Washington, D.C. 20001
202-824-1760

R. Adam Swick, Esq.
Akerman
500 West 5th Street, Suite 1210
Austin, TX 8701
737-999-7103

For Rembrandt:

Andrew Peter Demarco
Devlin Law Firm, LLC
1526 Gilpin Avenue
Wilmington, DE 19806
302-449-9010

For Leia Inc.:

Keri P. Ebeck
Michael Watters
Bernstein & Berkley, Attorneys
at Law
601 Grant Street, 9th Floor
Pittsburgh, PA 15219
412-456-8100

SeeCubic, Inc.:

Marley Brumme, Esq.
Skadden Arps Slate Meagher &
Flom, LLP
500 Boylston Street, 23rd Floor
Boston, MA 021116
617-573-4800

Also Appearing:

Rediah Braham

Proceedings recorded by electronic sound recording;
transcript produced by TheRecordXchange.

INDEX

Direct Cross Redirect RecrossWITNESSES:

William Homony	
(By Mr. Thompson)	24
(By Mr. Michaels)	52
J. Scott Victor	
(By Mr. Swick)	61
(By Mr. Vagnoni)	71

1 DECEMBER 4, 2024

12:53 P.M.

2 THE COURT: The 1:00 matter is the matter of Stream
3 TV Networks. It is a motion to approve a sale.

4 I know we have several parties in the courtroom. We
5 will take their appearances first, and then we will go to the
6 people on the phone.

7 MR. GEORGE: Good morning, Your Honor. Ed, Edmond
8 George.

9 THE COURT: It is afternoon. I always say --

10 MR. GEORGE: Good afternoon, Your Honor.

11 Edmond George and Michael Vagnoni from the Obermayer
12 firm on behalf of William Homony, the Chapter 11 Trustee.

13 MR. COREN: Good afternoon, Your Honor.

14 Steve Coren, Special Counsel for the Trustee.

15 THE COURT: Okay.

16 MR. THOMPSON: Good afternoon, Your Honor. John
17 Thompson, as well as my colleague, Adam Swick, from Akerman.
18 On behalf, excuse me, on behalf of VSI.

19 MR. DEMARCO: Good morning, Your Honor.

20 Andrew DeMarco from the Devlin Law Firm, here on
21 behalf of Rembrandt, with my co-counsel, Chris Michaels, also
22 from Rembrandt.

23 THE COURT: Sir, do you want to put your name of the
24 record? Come on up to the podium.

25 MR. BRAHAM: My name is Rediah Graham (phonetic).

1 I'm a creditor from Stream TV.

2 THE COURT: Okay.

3 MR. BRAHAM: They owe me a lot of money.

4 THE COURT: Okay.

5 MR. BRAHAM: I'm a very poor guy. I cannot afford to
6 get --

7 THE COURT: Oh.

8 MR. BRAHAM: -- a lawyer or anybody.

9 THE COURT: Okay.

10 MR. BRAHAM: But right now, Mathu is offering us 90
11 cents to a dollar. I am very humbly requesting to kindly give
12 the company back to Mathu and let him pay everybody so we can
13 survive.

14 THE COURT: Okay.

15 MR. BRAHAM: I just wanted to say that.

16 THE COURT: No problem.

17 MR. BRAHAM: Thank you.

18 THE COURT: Thanks for letting us know.

19 MR. BRAHAM: Thank you.

20 THE COURT: Okay. All right. So I thought perhaps
21 you would -- did you want to say something? Pam is giving me a
22 look.

23 Yeah, go ahead. What is your thought?

24 THE CLERK: There might be people on the phone.

25 THE COURT: Oh, I forgot. I am sorry. Yeah, people

1 on the phone.

2 Would you please put your appearance on?

3 MS. EBECK: Good afternoon, Your Honor. Keri Ebeck
4 on behalf of Leia Inc. I also have my co-counsel Michael
5 Watters on the phone. If any -- we are basically here to
6 listen, but if anything comes up, Mr. Watters will be handling.

7 THE COURT: All right. Thanks, Ms. Ebeck.

8 Anyone else on the phone?

9 Good. Okay. That was easy.

10 All right. Mr. George, I thought perhaps you could
11 do a proffer. Would you want to do a proffer?

12 MR. GEORGE: I will, Your Honor. DO you want to --

13 THE COURT: Unless you guys --

14 All right. Well, you do the proffering, and we will
15 see what they say.

16 MR. GEORGE: Okay.

17 THE COURT: Okay.

18 MR. GEORGE: Your Honor, I will deal with the other
19 exhibits and things after I am done with the proffer.

20 We have two witnesses today, Mr. Homony who is the
21 Chapter 11 Trustee, and Mr. Victor. They have both filed
22 declarations in this case which we have marked in our Exhibit
23 Book as 1 and 2. We have asked that those be moved into the
24 record.

25 If called to the stand, Mr. Homony would testify

1 consistent with his declaration;

2 That he was retained as a Chapter 11 Trustee in this
3 case after the management was removed pursuant to a motion to
4 appoint a Chapter 11 Trustee;

5 That he retained SSG Capital advisors to conduct the
6 sale process for the assets;

7 That he has experience as a trustee in this vicinage;

8 That he had robust and good-faith negotiations with
9 Hawke and SLS that resulted in the Hawe settlement;

10 That he approved putting the Debtor's assets up for
11 sale;

12 He approved the stalking horse bid and designated the
13 stalking horse bidder as the successful or winning bidder,
14 there having been no parties expressing any interest in the
15 purchase of the assets, even following the subsequent and
16 additional teaser information that Your Honor directed at the
17 hearing on the bidding protections;

18 That his decision to sell was grounded in business
19 judgment based on the fact that when he took over the case,
20 there was no money in the case. The Estates were
21 administratively insolvent. The Estates have been in a
22 protracted fight with the secured creditors for a number of
23 years. There had been three previous bankruptcies, two of
24 which were dismissed on the basis of bad faith;

25 That the Bankruptcy Court provided a very limited

1 extension of time within which the Trustee could find a
2 purchaser for the property, or for the assets;

3 That he applied to the Bankruptcy Court for an
4 extension of the automatic stay, and was given until July 15th
5 to effectuate the transfer or the settlement, with a July 15th
6 scheduled hearing date in the Delaware 225 action;

7 The Trustee made a decision that selling the assets
8 pursuant to the sharing and settlement agreement with Hawk was
9 in the best interest of the creditors;

10 That at the time, there was a lawsuit that gave the
11 secured creditors relief to go back to Delaware to redo the
12 Board of the Debtor's;

13 That there were no business activities, no workers,
14 no factory, no raw materials, no finished goods, no WIP, a
15 bonding machine that was palleted and located in China, and no
16 accounts receivable, as well as \$3 million in purported
17 administrative expenses in favor of the Lewis Brisbois firm.

18 Accordingly, the Trustee, based on those factors,
19 made a decision to sell the assets of the property.

20 The Trustee did meet with and tried to work with Mr.
21 Rajan and VSI to entertain legitimate proposals from VSI to buy
22 or restructure the operations of the Debtor. Neither VSI or
23 Mr. Rajan ever demonstrated a viable proposal that was
24 supported by a commitment of a financial nature that would
25 allow the Trustee to make a decision to make an arrangement

1 with Mr. Rajan or VSI.

2 That he requested VSI fund a DIP in order to fund
3 litigation in the case, which VSI failed to do, and the Trustee
4 eventually settled with Hawk.

5 And even after the Hawk settlement, the Trustee
6 continued to discuss potential acquisitions with the VSI
7 parties, so much so that he held off on filing the procedures
8 motion for about ten days while he continued to communicate
9 with the Hawk parties, or I mean the VSI parties, but within
10 that time, there was no proposal that was made;

11 That the Trustee authorized the sale motion and
12 procedures motions, that he reviewed the results of SSG's
13 efforts and believes that a robust and full marketing of the
14 assets have occurred.

15 He has reviewed the results of the sale process, and
16 having received no bids, has concluded in the exercise of
17 business judgment, that the stalking horse bid is the highest,
18 best, and only bid for the assets of the Estate. And that was
19 all Mr. Homony would testify.

20 THE COURT: Okay. All right. Did you gentlemen want
21 to respond to the proffer that was made?

22 MR. THOMPSON: Well, Your Honor, on behalf of VSI, I
23 would object to the timing and sufficiency of the testimony
24 that has been put in by proffer. But we will, of course, get
25 an opportunity to cross-examine both witnesses.

1 I think there is a preliminary matter though, Your
2 Honor, that I think we need to take up based upon these
3 proffers and the declarations that were filed yesterday for
4 something that was filed this morning, which was an amended
5 order, form of order, for this sale.

6 Your Honor, I guess, let me take the podium, because
7 it is going to be a minute.

8 THE COURT: Okay.

9 MR. THOMPSON: Your Honor, I have been doing this a
10 while. And to say that this is one of the more exceptional
11 last-minute orders I have seen would be putting it graciously.

12 This sale order demonstrably changes the terms of the
13 agreement, and ultimately, the sale, that this Trustee purports
14 to want to do with this stalking horse. It bears very little
15 resemblance to what this Court approved in the 9019 sale or
16 9019 settlement agreement providing for a sale.

17 It includes unconstitutional releases, injunctions,
18 gatekeeper provisions, a whole ration of relief. And it is all
19 being granted, I guess, at the 11th hour by the Trustee and
20 asking this Court to bless it, because this stalking horse
21 bidder will not go forward on the agreement that they struck in
22 May and ultimately had approved in June. They have been
23 telling us for months and months as we tried to propose
24 alternatives and ask this Court to reconsider that 9019
25 settlement agreement.

1 It is not -- there is nothing we can do about it. It
2 is too -- it is binding. So if it is binding, it is also
3 binding upon the Hawk parties. This stalking horse bidder came
4 to this process saying that they would abide by the agreement
5 that was struck in June and that this Court approved. They are
6 not doing that.

7 This Trustee is now saying that because they might
8 back out and they will not agree without the Court blessing
9 this additional relief. It is quite a red line. Unless they
10 do that, excuse me --

11 THE COURT: Let's listen to Mr. George.

12 MR. THOMPSON: Unless they do that, this sale isn't
13 going through, at least that is what we read. And I don't
14 think it is very complicated, Your Honor.

15 THE COURT: Let's just drill down to the specifics.
16 The one provision of the revised sale order that I had a
17 question about was that all along, it was my understanding that
18 Hawk was taking the position that if I agreed to the sale, that
19 whatever litigation you may face by VSI and Rembrandt, you were
20 going to face.

21 But when I read the paragraphs 13, 14, and 15 of the
22 sale order, it sort of purports now to making me a gatekeeper
23 to any kind of litigation. That was my understanding of that,
24 of those provisions. And the concern I had about those
25 provisions are that I don't care to be that gatekeeper. If I

1 do authorize the sale, then whatever litigation they may want
2 to bring, they are going to bring.

3 MR. GEORGE: Well, Your Honor, first of all, let me
4 just say two things. I think Mr. Thompson is a little over his
5 skis what he says that --

6 THE COURT: All right. Well, let's just assume
7 everyone is emotional. I know, I mean, you guys are all going
8 to count, you know --

9 MR. GEORGE: But that is just -- yeah. But to say --

10 THE COURT: -- paint the other person as, you know.

11 MR. GEORGE: Understood. But to say that there is
12 any indication that Hawk isn't going to close, it is just wrong
13 and improper.

14 THE COURT: Well, but what they are saying is that --

15 MR. GEORGE: It's a form of --

16 THE COURT: -- what they are saying is that it is --
17 let's do this. Let's not respond, and preferably, let's not
18 state things emotively. All right? So let's just take away
19 what he was saying. He was saying that there are provisions in
20 there that are either unconstitutional, that there is a lot of
21 changes. And I would have to agree with him, Mr. George, there
22 are a lot of changes. We had to review these changes today.

23 MR. GEORGE: Understood, Judge.

24 THE COURT: But specifically, the point that I just
25 raised is something that is near and dear to their heart, that

1 they have been hopping mad since the beginning of time about
2 what you guys want to do here with regard to their licensing
3 rights. And they do seem to want to sue someone.

4 So I am not going to be the gatekeeper of that
5 litigation. I am not going to decide if something is
6 meritorious. So at this point, I am not really interested in
7 making those revisions to the sale or that you suggested.

8 So you could respond to that point.

9 MR. GEORGE: No, that is fair enough, Your Honor.
10 Because I think the Trustee's intention, and I think we have
11 said all along is that we are selling interests in these
12 downstream entities. And if the parties on that side of the
13 table feel like they have claims, nothing we are doing is going
14 to change that because we don't own those downstream assets.

15 THE COURT: Okay. So reconcile what these new
16 paragraphs say though.

17 MR. GEORGE: Well --

18 THE COURT: These new paragraphs now say that I'm
19 supposed to be a gatekeeper.

20 MR. GEORGE: -- sure. I can work on this with the
21 counsel to Hawk, and maybe we can address that.

22 THE COURT: Okay.

23 MR. COREN: Thank you, Your Honor. Yes. We just
24 confirmed, their -- the litigation and the claims of SeeCubic
25 or of Rembrandt that are going on in the District of Delaware

1 right now, and any claim that intellectual property litigation
2 is going to move forward against the Debtors an assumed
3 liability under the asset purchase agreement, as is made clear
4 in the order. That is not subject to the gatekeeper provision.
5 That is going to go forward and that litigation is going to be
6 able to move forward. And if that needs to be made more clear
7 here, we absolutely will.

8 THE COURT: Okay. I just want to clarify that VSI
9 and Rembrandt are going to have the right to pursue all of
10 their arguments with regards to the infringements. Okay?

11 MR. MICHAELS: That is absolutely, correct, Your
12 Honor.

13 THE COURT: And right now, I don't feel like that
14 language is clear.

15 MR. GEORGE: Your Honor?

16 THE COURT: Yeah?

17 MR. MICHAELS: With respect --

18 MR. GEORGE: Before Mr. Michaels starts --

19 THE COURT: Uh-huh.

20 MR. GEORGE: -- is he a witness or a lawyer? Because
21 the last time he sat at that table and he testified. I know
22 you said don't be emotive.

23 MR. MICHAELS: I am a lawyer.

24 MR. GEORGE: I am doing everything I could do. Mr.
25 Coren left a dent in my knee from kicking me because I sat

1 while Mr. Michaels testified and advocated at the same time.
2 So I would like that clarification. Why is he here, is he a
3 witness? If he is, he can't make presentations.

4 THE COURT: I thought he was a lawyer.

5 Are you a lawyer, sir?

6 MR. MICHAELS: Yeah, I am serving as an attorney for
7 Rembrandt 3D.

8 THE COURT: Okay. He is serving as an attorney, so
9 he is making argument.

10 MR. GEORGE: Fair enough.

11 THE COURT: Okay.

12 MR. MICHAELS: Your Honor, I would like to read, not
13 -- no -- you said, let's get to what the facts are rather than
14 emotive response. Well, the language they added to Section EE
15 in the proposed order states the Buyer asserts that it will --

16 THE COURT: Yeah, I read that.

17 MR. MICHAELS: -- not consummate the transaction.

18 THE COURT: Okay. So they are going to take
19 responsibility for assumed liabilities, at the assumed
20 liabilities are your litigation. We looked at the defined term
21 of assumed liabilities, and that is part of it.

22 Let's just all agree to the concept. I am telling
23 you right now that I am not approving any sale order unless
24 they preserve their rights to go after Hawk in connect

25 MR. MICHAELS: Understood, Judge.

1 THE COURT: Okay. Hawk, would you like to say
2 something?

3 MR. CAPONI: Yes, Your Honor. Just to be clear, Hawk
4 is not the purchaser or the stalking horse. Hawk is the
5 collateral agent SeeCubic, so --

6 THE COURT: Okay. When I say Hawk --

7 MR. CAPONI: -- if we are going after somebody --

8 THE COURT: -- it's like the umbrella.

9 MR. CAPONI: -- like, let's try to drop Hawk if we
10 don't --

11 THE COURT: Sure.

12 -- we can be a little clearer about that, that is
13 all.

14 THE COURT: Yeah, whoever the Buyer is, they are --

15 MR. CAPONI: We are going to buy it.

16 THE COURT: -- going to face all of this litigation.

17 MR. CAPONI: That is correct, Judge.

18 THE COURT: Okay.

19 MR. THOMPSON: So Your Honor, to be clear, and we can
20 submit testimony and we are here with witness of our own, the
21 action that initiates the right to sue, the transfer, is the
22 closing. Right? Stream has a license from Rembrandt and it is
23 perfectly valid. They have not committed any IP infringement.
24 I asked them to clarify, is Scott Victor running around
25 providing offering for sale assets of the company covered by

1 our license. Right? We believe they are.

2 Rembrandt's position is actually, we don't have the
3 right to sue Stream and its executives because they have a
4 valid license to our technology. What they don't have the right
5 to do is to transfer our trade secrets to another party --

6 THE COURT: I understand.

7 MR. THOMPSON: -- and effectively, what they are
8 doing.

9 THE COURT: I understand.

10 MR. MICHAELS: And so what I am saying is the day of
11 the closing, SCBV, Stream, all of its officers, are violating
12 1830 -- U.S.C. 1832, right? Not the day before, not the
13 minute. That is the transaction that does it. And those that
14 are receiving it are likewise violating that statute. And SCBV
15 is implicated, Stream, all of the executives involved.

16 And this is purporting, the reason I started reading
17 this clause is I think it is the most important thing that they
18 have submitted. The Buyer is unwilling to proceed. There was
19 an asset purchase agreement that was submitted for everybody
20 to, you know, to get approved, and there was a 9019 settlement.
21 And they are not willing to proceed, that is what they have
22 said. Unless we get these unique protections that you are just
23 providing five minutes before I got in my car to drive to this
24 hearing today, they are not going to proceed.

25 So they have told us everything we need to know.

1 This sale isn't happening. I would move, at the beginning of
2 this, to say this sale is no longer before this Court, the
3 Buyer won't go.

4 THE COURT: I just clarified that if the sale does go
5 through, you will be able to sue the Buyer.

6 MR. MICHAELS: With respect, Your Honor. That is an
7 issue I certainly care deeply about. The issue I am bringing
8 before, the nuance of what I am stating today is that there was
9 a motion to approve the (audio interference) purchase and the
10 sale. And the Buyer has told the Trustee they are unwilling to
11 proceed unless the deal that they sought approval for changes,
12 right? They are calling off the sale.

13 My request is that the motion be denied and they come
14 back again when they have worked out what their asset purchase
15 agreement is going to be and we have a time to actually respond
16 to the asset purchase agreement being asked for approval for
17 this Court.

18 THE COURT: I am confused by how you are
19 characterizing this. They did make a lot of changes. But the
20 assumed liabilities definition includes the litigation you guys
21 have, so the Buyer is agreeing to still be on the hook for
22 that. So what changes are they asking for that makes this sale
23 not able to go forward?

24 MR. MICHAELS: They have -- I mean, I am looking
25 right at Section EE, and it says, specifically, unless the

1 asset purchase agreement specifically provides, and this Court
2 specifically orders, that the Buyer, its properties, its
3 successors and assigned and their respective property and the
4 assets will not have any liability whatsoever with respect to
5 require to satisfy in a manner whether in law and equity,
6 whether by payment, setoff or otherwise, directly or
7 indirectly, any claim or lien or any successor or transfer
8 liability, excuse me, ability for either of the Debtors, other
9 than the assumed liabilities.

10 THE COURT: Other than the assumed liabilities. So
11 they are in the assumed liabilities.

12 MR. MICHAELS: I understand Rembrandt is in the
13 assumed liabilities. That, and I do appreciate that your
14 statements with regard to Rembrandt's claims. But Your Honor --

15 THE COURT: The Debtor can't get sued anymore, right?

16 MR. MICHAELS: -- what I am raising --

17 THE COURT: Uh-huh.

18 MR. MICHAELS: -- is that this is not the asset
19 purchase agreement that they moved for approval. They have
20 radically changed it.

21 THE COURT: In what way have they radically changed
22 it?

23 MR. MICHAELS: Well, I am looking at a redline
24 agreement which I have had five minutes to read. So I would
25 ask for a continuance for the opportunity to answer that

1 question fulsome.

2 THE COURT: Summarize for me, give me, like, the
3 biggest ticket item --

4 MR. MICHAELS: The point is, Your Honor, five minutes
5 was insufficient time for me to review all of the changes.

6 THE COURT: You said the purchase agreement has
7 changed. I agree that there were revisions, but I had time to
8 look at the blackline. I had concerns, and I just raised my
9 concerns with them to clarify that your litigation will go
10 forward. But other than that, can you even point to something
11 that is --

12 MR. MICHAELS: Your Honor, I can, right?

13 THE COURT: Yeah?

14 MR. MICHAELS: Your Honor pointed to the gatekeeper
15 provision.

16 THE COURT: Right.

17 MR. MICHAELS: I will point to the injunction.

18 THE COURT: And I am striking that. There is -- you
19 are going to be able to go after the Buyer.

20 MR. MICHAELS: And the injunction, the injunctive
21 relief that they have got in -- that they are suggesting in 14?

22 THE COURT: The injunctive relief --

23 MR. MICHAELS: -- right? They are looking for
24 injunctive relief for these stalking horse bidders as protected
25 parties under this revised agreement, which basically --

1 THE COURT: All right. Let me just make this clear.

2 MR. MICHAELS: Okay.

3 THE COURT: You guys, Rembrandt and VSI, you can go
4 crazy with whatever litigation you want against the Buyer.
5 Period. End of story.

6 I will make sure that if I do enter the sale order
7 you have got those rights. Okay?

8 MR. MICHAELS: Your Honor, the problem is, they are,
9 the stalking horse bidder, through the Trustee, is now making
10 this as Mr. Michaels clearly pointed out in their own language,
11 the contingency for their participation in this sale.

12 THE COURT: But they have asked for things in the
13 blackline proposed sale order that I am not going to give them.
14 It seemed to me that were asking me to be a gatekeeper for your
15 litigation against them. I am not going to do that.

16 So what other changes are there to the proposed sale
17 order that you think is so dramatic?

18 MR. MICHAELS: Well, I think it is exceptional that
19 they are actually suggesting that they are not prepared unless
20 they get it. Which means, if Your Honor is not going to give
21 it, they are not prepared to close.

22 THE COURT: Okay. Well, I just told them that I am
23 not going to give it to them, and they said okay.

24 MR. MICHAELS: So I think what we need is a
25 representation from the stalking horse bidder today and now

1 that they will close, notwithstanding the fact that Your Honor
2 will not provide that relief.

3 THE COURT: Go ahead, Ms. Brumme.

4 MS. BRUMME: Good afternoon, Your Honor.

5 Marley Brumme from Skadden Arps for the Buyer, the
6 stalking horse bidder, SeeCubic Inc.

7 I am not sure where Counsel has gotten the idea that
8 we are backing out of this as a purchase agreement or the sale
9 in any way, shape, or form. And I am certainly not sure where
10 they have gotten the idea that there has been discussions of
11 that that they haven't been a part of between our client and
12 the Trustee.

13 But to be clear, yes, my client is prepared to move
14 forward with the sale, fully understanding that the Counsel on
15 this side of the table over here is going to probably, as you
16 said, sue us every which way to Sunday --

17 THE COURT: Uh-huh.

18 MS. BRUMME: -- on violations --

19 THE COURT: Yep.

20 MS. BRUMME: -- so.

21 THE COURT: Thank you. All right. Now let's do
22 this. So we have two witnesses for today. Who do you -- do
23 you need to cross-examine both of them?

24 MR. THOMPSON: Yes. And --

25 THE COURT: All right. And let's just be absolutely

1 crystal clear about what kind of cross-examination questions I
2 am going to permit today. I am not going to permit any cross-
3 examination questions about issues that I have already
4 resolved. I don't want to hear them. We have already heard
5 all of them. So the extent that you are questioning the 9019
6 order and the fact that Hawk has been approved as, you know,
7 the person under that 9019 order. And that they have --
8 whether they have acted in good faith in this case or not, I
9 don't want to hear any questions. I have already heard all of
10 them.

11 I just want to hear questions about whatever they
12 have said in the affidavits that they just recently filed that
13 have to do with my sale today. Those are the only questions
14 that I feel like entertaining today. Okay?

15 All right. So do you want to bring up the Trustee
16 first?

17 MR. GEORGE: Mr. Homony.

18 THE COURT: Yeah. Yep, that is fine.

19 You can go ahead and start.

20 (Trustee sworn)

21 THE CLERK: Can you please state your name and spell
22 your last name for the record?

23 MR. HOMONY: William A. Homony, H-O-M-O-N-Y.

24 THE CLERK: Okay. Thank you.

25 MR. HOMONY: Sure. 1730 Maple Avenue, Hatfield,

1 Pennsylvania, 19440.

2 (Audio interference)

3 MR. GEORGE: -- 1 through 6.

4 MR. THOMPSON: Thank you. John Thompson on behalf of
5 VSI.

6 DIRECT EXAMINATION

7 BY MR. THOMPSON:

8 Q Good afternoon, Mr. Homony.

9 A Good afternoon.

10 Q Mr. Homony, how long have you been a Chapter 11 Trustee?

11 A Well, this is my first engagement as a Chapter 11 Trustee,
12 and it began in January of 2024.

13 Q Okay. Mr. Homony, do you remember a meeting or a set of
14 communications that you had with the VSI constituents'
15 principals?

16 A I've had many, so.

17 Q Do you remember having them shortly after your appointment
18 in January?

19 A Sure.

20 Q Did you ask those principals for assistance in
21 understanding the Stream TV case?

22 A Yes.

23 Q Did you exchange email with them?

24 A Sure, yes.

25 Q Did you give them directions?

1 A Did I give them direction?

2 Q Did you give them directions?

3 A I think I asked for documents in support for positions
4 that they wanted me to advocate.

5 Q Okay. Did you ever do an inventory of the assets of
6 Stream TV?

7 A Well, that was one of the issues in the case that is not
8 typical in a Chapter 11 Trustee case. There were no operations
9 and it was unclear at the time, and remains unclear, exactly
10 which entities of Mr. Rajan's have possession of tangible
11 assets, records, et cetera. So I don't believe Stream TV has
12 certainly any significant tangible assets. And if they do, I
13 have not been aware -- made aware of them or know their
14 location or who is in control of them.

15 Q That was a long example, Mr. Homony. So I am going to
16 break it down. I asked you the question did you do an
17 inventory of Stream's assets; yes or no?

18 A I would say generally, yes.

19 Q You did?

20 A Yes.

21 Q How did you do that inventory?

22 A Through reading through various materials, the case
23 filings, the various adversary matters, the history of the
24 case, the filings in the Chapter 11 case up through my
25 appointment, and other records I obtained from either Stream or

1 VSI personnel.

2 Q Did you talk to other parties?

3 A Yes.

4 Q Who were those parties?

5 A Those parties were, again, Mr. Rajan, Nicole Maneen, the
6 employees of SeeCubic, B.V. in the Netherlands. I certainly
7 spoke to Mr. Stastney over time, his counsel, Hawk's counsel,
8 all of the relevant parties and interests that you would think
9 a Chapter 11 Trustee would talk to in this situation.

10 Q And did you accumulate an asset list from all of those
11 communications in that investigation?

12 A Again, I think the assets that I identified through my
13 investigation are included in the APA, both those that are
14 being purchased as well as the excluded assets.

15 Q All of the assets are identified in the APA?

16 A I believe, generally, the assets of Stream are identified
17 in the APA, yes.

18 Q And those assets are assets that are being transferred
19 under this sale, correct?

20 A Stream is identifying a, certainly, a set of assets to the
21 Buyer, yes.

22 Q If you were to look at the APA, which is on the docket --

23 A Uh-huh.

24 Q -- and certainly, we can have you take a look at it, but
25 it describes all of the assets that Stream TV holds or may

1 hold, correct?

2 A Yes, except for the specifically identified excluded
3 assets, yes.

4 Q Okay. That includes, among other things, physical
5 property, intellectual property, yes?

6 A I would suggest that they are -- I don't believe I am
7 transferring any tangible property of Stream, and I don't
8 believe I am transferring any intellectual property that is
9 owned by Stream.

10 Q You don't believe that you are actually transferring any
11 intellectual property owned by Stream?

12 A No.

13 Q You are doing this as an as is where is sale, right?

14 A That's correct.

15 Q What does that mean, Mr. Homony?

16 A That means, buyer beware. The Buyer gets the assets in
17 any condition, in any form, no reps or warranties. They can't
18 come back. There is no recourse to the Estate.

19 Q Wherever they are, right?

20 A Correct.

21 Q Does the location, possession, or circumstance, right,
22 change who owns that property?

23 A Can you repeat that? I am sorry.

24 Q Does the location, you said as is and where is, right?

25 A Uh-huh.

1 Q Does the location or the condition change who owns the
2 property?

3 A No.

4 Q It is the Debtor's, it is part of the Debtor's Estate,
5 right?

6 A Well, certain assets are a part of the Debtor's Estate.

7 Q So for instance, the bonding machine that is in Asia is a
8 Debtor asset, right?

9 A Well, as I have testified before, there is certainly a
10 cloud over the title in the way in which it was -- the way it
11 was explained to me as being addressed when a Receiver was
12 appointed over Technovative before this bankruptcy case was
13 initiated. I do believe it is listed as an asset of Stream on
14 Stream's Schedules. So the extent it is owned by the Debtor,
15 and I misspoke previously, this is the only tangible piece of
16 equipment that the Debtor's Estate may own. However, it may be
17 titled already in the Netherlands under the SCBV. Either way,
18 in this proposed sale, it is being conveyed to the Buyer.

19 Q But the only document that you have ever seen is a receipt
20 that tells you that Stream TV is the owner of that; is that
21 correct?

22 MR. GEORGE: Objection to form, Your Honor.

23 MR. THOMPSON: Excuse me, I will rephrase.

24 BY MR. THOMPSON:

25 Q Is the owner of the bonding machine located in Asia is

1 Stream TV?

2 A I am not sure I have ever seen a bill of sale or anything
3 like that. I think it was manufactured over time, many, many
4 years ago. And my understanding is it has been in China for
5 over a decade. So I don't know that I have seen a specific
6 document that you just referenced.

7 Q You suggested that somebody had told you that there might
8 be cloud over that title to the bonding machine; is that right?

9 A That is correct.

10 Q Who told you that?

11 A I think -- I think I've read it many things, and I believe
12 that SCBV personnel have referenced the fact that, I believe,
13 the Receiver may have put it in SCB's name in order to pay for
14 the storage, et cetera, in China for a period of time.

15 Q You said that the SCBV Receiver would have put it in
16 SCBV's name?

17 A He may have titled it in their name for it.

18 Q So how would the SCBV Receiver have retitled a piece of
19 property that the Stream Estate owned?

20 A I don't know how he did it.

21 Q You wouldn't know how he did it. Have you seen any
22 document that establishes any right, title, or interests over
23 the bonding machine in SCBV, aside from what people have told
24 you?

25 A Not that comes to mind.

1 Q Nothing, huh? Okay. But nevertheless, your asset purchase
2 agreement and the documents that you have filed in favor of
3 this sale suggest that there is some potential that the bidder
4 or the Buyer would not actually receive title of that; is that
5 right?

6 A No, not at all. I think it is very clear that the Buyer
7 will get title, regardless of how it is currently titled. They
8 are either going to get it if Stream owns it or if SCBV owns
9 it. They are going to get it through the equity interest of
10 SCBV. So they will have control over that asset regardless of
11 who currently has title.

12 Q That is important. So they do have control if they buy
13 these assets?

14 A Control over what?

15 Q Over SCBV.

16 A Well, ultimately I am transferring what I believe, the
17 defined term, transferred interests, in the APA, which
18 constitutes three subsidiaries of Technovative, which is one of
19 the Debtor entities. And so they will be the economic interest
20 holder in Ultra-d Ventures, which is a non-Debtor foreign
21 subsidiary. That entity ultimately, I believe, indirectly owns
22 SCBV. So I would suggest that ultimately they will have
23 control should they choose to exercise it over SCBV.

24 Q SCBV ultimately is owned by the Topco's Technovative and
25 Stream TV that are Debtors in this case, right?

1 MR. GEORGE: Objection, Your Honor.

2 THE COURT: Okay. What was your objection, Mr.
3 George?

4 MR. GEORGE: I think he said that it was owned by
5 Technovative and Stream TV. Oh, I am sorry.

6 MR. THOMPSON: Let me rephrase.

7 THE WITNESS: Yes, sir.

8 BY MR. THOMPSON:

9 Q Does the ownership interest of SCBV, wherever it is in the
10 stack, ultimately run up through Technovative at the first
11 level and Stream TV at the second?

12 A Well, I wouldn't say the first level. There are many
13 foreign subsidiary levels before you get to the U.S. Debtor
14 Technovative. So as I just described, I believe it is
15 Technovative, which is a U.S. Debtor. It is Ultra-d Ventures,
16 which is a non-Debtor foreign subsidiary who then owns another
17 foreign subsidiary, Ultra D cooperative who then owns SCBV.
18 It's a chain.

19 Q Yes, I understand, and I thought my question was
20 accounting for it. Perhaps it wasn't, but thank you for the
21 clarification, Mr. Homony. The question really is who controls
22 all of those subsidiaries, including SCBV?

23 A Ultimately, I believe the buyer will be able to exercise
24 control of them.

25 Q The buyer. Who does right now?

1 A Who does right now?

2 Q Yes.

3 A Exercise control over SCBV?

4 Q All of the subsidiaries below Technovative.

5 A Well, I have -- the Debtor's Estates have an ownership
6 interest in Ultra-d Ventures.

7 Q They control everything below Technovative, do they not?

8 A I wouldn't -- I wouldn't, I mean, the facts and
9 circumstances change depending on what a particular entity
10 would want to do.

11 Q Well, does the sale process, Mr. Homony, who has control?
12 Because we just talked about the Hawk parties, if they are the
13 successful Buyers, they would have control for purposes of the
14 bonding machine we talked about. Does that change the process
15 from what exists right now?

16 A Well, obviously --

17 Q In a case where you sit as the Trustee to these Debtors?

18 A Well, I guess, maybe I am speculating. I would suggest
19 that the Buyer is going to exercise control over all of those
20 entities post-closing.

21 Q And they would do so because?

22 A Because of the legal ownership interest in the corporate
23 structure I just described.

24 Q Right. And right now, who has control of the legal
25 ownership interests?

1 A Well, ultimately, Technovative has ownership interest, an
2 economic ownership interest in, as I described.

3 Q And who has control over Technovative --

4 A I do.

5 Q -- and the Stream Debtors?

6 A Okay.

7 Q Thank you. That is where I was really going, Mr. Homony.

8 A Okay. Uh-huh.

9 Q Right. You have control, right?

10 A I have an ownership interest in --

11 Q You can control, right?

12 A Well, that is a -- to me, that is a legal conclusion, that
13 is a different determination.

14 Q Okay.

15 A I don't think I have control over SCBV.

16 Q You don't think you have control?

17 A I do not have it right now, no.

18 Q Did you ever review any of the court proceedings or orders
19 out of the Netherlands Court?

20 A I don't know specifically. I do know that there was a
21 dispute as to who could exercise, I guess, control as the
22 director of SCBV. And I believe the Court in Netherlands, over
23 Stream's objection, appointed Mr. Stastney as the director of
24 See -- SCBV, I believe. That is a recollection from months
25 ago.

1 Q So is Mr. Stastney in control?

2 MR. GEORGE: Your Honor, I object. Control is a
3 label --

4 THE COURT: I am really confused about all of this.

5 MR. GEORGE: -- matters. I am sorry.

6 THE COURT: He has got whatever he has got. And
7 there is a corporate structure. It sounds like he owns certain
8 equity interests. And term, if you are asking about, like,
9 daily operations, it sounds like he is not in control of those.

10 What is the point of all of this questioning?

11 MR. THOMPSON: Your Honor, I am getting there, right?
12 I am asking for --

13 THE COURT: What is your point?

14 MR. THOMPSON: My point is that there is control of
15 certain assets that ultimately are, that run to the benefit of
16 at a minimum, or are controlled by the Stream TV and
17 Technovative Debtors.

18 THE COURT: And?

19 MR. THOMPSON: And that matters for purposes of this
20 sale for reasons --

21 THE COURT: Why? Right. So it is what it is. I
22 mean, they own the equity interests. They have the rights that
23 they have. You are not the Buyer, so you are not asking about
24 clarification, so what is the objection? What is the concern
25 here?

1 MR. THOMPSON: Well, I am getting there, Your Honor.
2 I am trying to show that Mr. Homony has control over all of the
3 subsidiaries, and could take control so that he could actually
4 realize the assets and the value of those assets. And control,
5 in this particular instance, the transfer of those assets.

6 THE COURT: Yes, Mr. George?

7 MR. GEORGE: Your Honor, I think this is all
8 irrelevant. I am going to move to strike the testimony related
9 to this issue of control.

10 THE COURT: I happen to agree. I think it is
11 irrelevant. I mean, you are trying to ask him questions that
12 would suggest that the Trustee has certain powers that you
13 would like to see him exercise, that he doesn't appear to
14 choose to exercise. He wants to sell the assets that he has.
15 He wants to sell the shares of the subsidiaries as part of the
16 sale, so.

17 MR. THOMPSON: Fine, Your Honor. I will move on and
18 we will talk about the assets that he has.

19 THE COURT: Okay.

20 MR. THOMPSON: Your Honor, may I speak to this
21 objection?

22 THE COURT: Excuse me?

23 MR. THOMPSON: May I speak to this objection?

24 THE COURT: Okay.

25 MR. THOMPSON: The relevance, Your Honor, is that the

1 Trustee and the stalking horse bidder have routinely and
2 consistently made the point that this is an asset sale only of
3 stock in corporations. And we just came across testimony that
4 the Trustee provided that there is bonding equipment that the
5 Buyer is getting by either directly the asset being owned by
6 Stream or by taking control of the entity SeeCubic B.V., which
7 owns the bonding equipment. And either way, it affects a
8 transfer of ownership of the bonding equipment. This concept
9 is going to be incredibly relevant throughout all of
10 Rembrandt's claims.

11 THE COURT: Sure. Well they wouldn't --

12 MR. THOMPSON: We would --

13 THE COURT: -- the bonding equipment for a while.
14 The bonding equipment is going to the Buyer, that is no
15 surprise. He just clarified that is really the only hard
16 tangible property that is going to the Buyer that Stream owns,
17 correct, sir?

18 THE WITNESS: Yes, correct.

19 THE COURT: Yeah. So yeah, okay.

20 MR. GEORGE: And Your Honor, I think that further,
21 that this is just an effort to try to make it look like the
22 Trustee didn't do his job. It is really an attack on him as a
23 person --

24 THE COURT: Yeah.

25 MR. GEORGE: -- and the job that he did here.

1 THE COURT: And I don't see its relevance to the line
2 of questioning that you are pursuing with the Trustee right now
3 about, you know, who is the corporate structure or who is
4 controlling the daily operations. I don't think any of that is
5 relevant.

6 MR. THOMPSON: Your Honor, I have heard it and I will
7 move on.

8 THE COURT: Thank you.

9 MR. THOMPSON: I would only suggest that they will
10 become readily apparent why.

11 THE COURT: Okay.

12 MR. THOMPSON: All right. So --

13 MR. GEORGE: But Your Honor, if they become relevant,
14 it will be on another day, it won't be today because none of
15 this (simultaneous speech).

16 THE COURT: All right, Mr. George. Mr. George, I
17 understand. Let's go.

18 BY MR. THOMPSON:

19 Q Mr. Homony, you are familiar with the Stream operations
20 prior to the bankruptcy, correct?

21 A Well, I wouldn't call them operations. I am certainly
22 familiar with -- I don't believe Stream has really operated
23 since the omnibus agreement in 2020.

24 Q So it did operate?

25 A Prior to the omnibus date, they had operations --

1 Q They had operations.

2 A -- as far as I know. Yes.

3 Q Did they have operations in California?

4 A I'm not sure that I paid much attention to the location of
5 the operations, et cetera. It really was not a factor in my
6 evaluation of where we are today in 2024, and how to best move
7 these cases forward and provide a recovery for assets, so.

8 Q Do they have assets in California?

9 A When?

10 Q Anytime.

11 A Well, I --

12 THE COURT: Well, who cares? All that we care about
13 are assets now. All right? Are you asking questions --

14 MR. THOMPSON: Well --

15 THE COURT: -- about assets now in California?

16 MR. THOMPSON: -- Your Honor, this is relevant.

17 THE COURT: Okay. So what is your point?

18 MR. THOMPSON: I promise you it is relevant.

19 THE COURT: Just tell me your point, sir.

20 MR. THOMPSON: My point is that there were assets in
21 California.

22 THE COURT: Uh-huh.

23 MR. THOMPSON: There were servers in California.

24 THE COURT: Uh-huh.

25 BY MR. THOMPSON:

1 Q They were in -- they were Stream's servers and they had
2 Stream's production code on them. Do you know about that, Mr.
3 Homony?

4 A When?

5 Q They had the -- this, they were on these servers in 2020.
6 They were as recently, I believe, as 2021.

7 MR. GEORGE: Your Honor, is that testimony? Because
8 that doesn't sound like a question.

9 MR. THOMPSON: Well, again, I can't --

10 THE COURT: Well, he was asking about what I asked
11 him.

12 MR. THOMPSON: -- be asked to do it both ways, right?

13 THE COURT: Okay. But so why do we care about the
14 servers in California at some prior date that is no longer --

15 MR. THOMPSON: Because it has property of the Stream
16 Estate on it, on those servers. And there is source code,
17 there is production code created by Stream TV, Stream TV's
18 employees, Stream TV's engineers, and that was done with
19 Rembrandt's IT and trade secrets.

20 THE COURT: Okay. So -- yeah. Yeah. So this sounds
21 like a legal argument. It doesn't sounds like --

22 MR. THOMPSON: It -- I -- Your Honor, I am simply
23 trying to establish what this trustee, who is just represented
24 to this Court, there's only item of -- of -- one asset, a hard
25 asset. There's more than one asset, and it --

1 THE COURT: Okay. Well --

2 MR. THOMPSON: -- and --

3 THE COURT: -- he just said that there's only one.

4 If you disagree, then we'll have to agree to disagree.

5 MR. THOMPSON: I think I need to establish whether
6 this trustee -- I'll use Mr. George's words -- did his job to
7 investigate and marshal the assets, and I'm trying to probe
8 that. I'm trying to test that proposition. He suggested he
9 did.

10 THE COURT: Well, he's -- you're talking about some
11 servers from California. I don't really understand how it's
12 relevant.

13 Yes, Mr. George?

14 MR. GEORGE: Your Honor, in addition, if there -- as
15 Mr. Homony testified -- if there are assets, wherever they are,
16 they're going to belong to the purchaser, and -- and that's the
17 facts of the matter.

18 There hasn't been a single fact established that
19 there are servers in California -- that there's anything on
20 them that's relevant to the hearing on approval of the sale
21 motion. That's what we're here for today.

22 MR. THOMPSON: Your Honor, I'm trying to find out
23 where -- what assets Mr. Homony knows about, and he's only told
24 us one.

25 THE COURT: Yes.

1 MR. THOMPSON: And if that's -- if his answer is --

2 THE COURT: That's the one --

3 MR. THOMPSON: -- I didn't investigate --

4 THE COURT: -- that's the one.

5 BY MR. THOMPSON:

6 Q Did you do any investigation of any other assets, hard
7 assets or intellectual property assets, for the -- for the
8 estate.

9 MR. GEORGE: Objection to form, Judge. It's
10 compounded because he lists the two together. He already
11 testified there wasn't any, like, intellectual --

12 THE COURT: I think you've already asked him, and he
13 already said the only tangible property that he's investigated
14 is the bonding equipment. That's it.

15 MR. THOMPSON: Okay. So that's the only
16 investigation.

17 BY MR. THOMPSON:

18 Q Mr. Homony, did you have a meeting with Mr. Rajan, Ms.
19 Menine and their former counsel from Lewis Brisbois, who is no
20 longer counsel at the time, in -- on March 7th, 2024?

21 MR. GEORGE: Objection, Your Honor, to the extent
22 that there's facts that are stated in that question that aren't
23 in evidence. He's saying that Lewis Brisbois was not VSI's
24 attorney. We disagree with that wholly.

25 THE COURT: Okay. Do you have any recollection of

1 this March meeting, sir?

2 THE WITNESS: I do. I believe it's the -- yes. I
3 do.

4 BY MR. THOMPSON:

5 Q During that meeting, did you make representations to the
6 VSI team that they were the subject of a civil conspiracy?

7 A No.

8 Q You didn't say that?

9 A Absolutely not.

10 Q Okay. Were you shown a list of assets that needed to be
11 returned to Stream TV?

12 A I believe they identified certain assets they -- they
13 believe were not returned in connection with the Delaware
14 Chancery Court matter.

15 Q They included displays; did they not?

16 THE COURT: If you don't remember, it's okay.

17 THE WITNESS: I don't recall.

18 BY MR. THOMPSON:

19 Q Phones?

20 A I don't recall specific assets that they may have
21 identified.

22 Q You don't remember any of the assets on that list?

23 A I remember they provided a list. I just don't remember
24 today the specificity.

25 Q Were you -- were you aware that there was an obligation to

1 return assets to the Stream TV estate from Hawk and -- and
2 SeeCubic. SeeCubic, Inc. -- excuse me -- to be more precise.
3 A I try -- I'm trying to recall exactly the legal position
4 of the -- of -- of the Delaware Chancery Court matter when I
5 was appointed as a trustee here. I know there was an order
6 that required, I believe, the return of assets that SeeCubic
7 had under the prior omnibus that was ultimately overturned. So
8 again, I know -- I know VSI's argument was there were assets
9 that were never returned to Stream that should have been.

10 Q What did you do with that list of assets that they had
11 given you?

12 A Well, I think I took it under advisement. I mean, at the
13 time, you have to appreciate this case and -- and the -- the
14 fighting and the unknowns at the time that I was appointed and
15 trying to figure out where the most valuable assets are.
16 Right? And so there can be assets, some of which have the
17 minimus value, some have no value, some are a burden, and so, I
18 think, I identified the most valuable assets and have proposed
19 to sell them. And so could there be other assets out there
20 that are not specifically identified? Of course. And that --
21 that is under the broader description in the APA that provides
22 for a sale of both known and unknown assets to the extent they
23 fall in those categories described in the APA.

24 Q You don't quite remember what was on that list, but could
25 it have had software?

1 MR. GEORGE: Objection, Your Honor. He asked him to
2 speculate.

3 THE COURT: Yeah. He's already answered the
4 question.

5 MR. THOMPSON: Okay.

6 BY MR. THOMPSON:

7 Q So I think what you said in response to my question about
8 what you did was to find the -- was to identify the most
9 valuable assets. Do you not think that software code for a
10 technology company was a value asset -- valuable asset?

11 THE COURT: Okay. He --

12 MR. GEORGE: Your Honor, objection.

13 THE COURT: -- already answered the question.

14 MR. GEORGE: It hasn't been established that --

15 MR. THOMPSON: I -- I didn't ask that question, and
16 I --

17 THE COURT: You asked him --

18 MR. THOMPSON: Asked him to --

19 THE COURT: -- if he identified the most valuable
20 assets and if there's something there that, you know, that
21 he -- that wasn't on that, then he didn't conclude that it was
22 very valuable.

23 I have to admit, sir, I really feel like what you're
24 doing here is you're trying to make legal argument, and I
25 simply don't want to hear it. What are the factual questions

1 that you have --

2 MR. THOMPSON: I'm trying to establish --

3 THE COURT: -- related to this --

4 MR. THOMPSON: -- Your Honor, what assets this
5 trustee knew about and did not know about.

6 MR. GEORGE: And -- and why is that relevant, Judge,
7 if all of the assets are being transferred? Wherever they are
8 in an --

9 THE COURT: I agree with Mr. George.

10 MR. THOMPSON: It matters. It matters because the
11 condition of those assets, if they are encumbered by licenses,
12 that --

13 THE COURT: Yes.

14 MR. THOMPSON: -- the trustee does not --

15 THE COURT: -- and you're going to sue them. I get
16 the point, yes.

17 MR. THOMPSON: Your Honor, I think it's more than
18 that, but --

19 THE COURT: Yeah. So what is it? You want to sue
20 them. I get it.

21 MR. THOMPSON: It's -- it's not --

22 THE COURT: But what's --

23 MR. THOMPSON: -- it's -- it's not about that.
24 It's --

25 THE COURT: It's a sale issue, just tell me --

1 MR. THOMPSON: Because Your Honor, it cannot be sold
2 free and clear that way. They do not have 363(f) rights, and
3 they certainly don't have it to -- for this stalking horse.

4 THE COURT: And that's your legal argument, and I
5 will take that under advisement.

6 MR. THOMPSON: Your Honor, I understand. I am trying
7 to adduce the facts that demonstrate that. That's all.

8 THE COURT: No. Okay. It's not facts. It's legal
9 argument. I completely disagree with you, sir. Okay. So --

10 MR. THOMPSON: I -- you know, I -- okay. I -- I've
11 heard -- I've heard the Court, and I will try to move on.

12 THE COURT: Okay.

13 MR. THOMPSON: All right.

14 BY MR. THOMPSON:

15 Q Mr. Homony, during that meeting, were you presented with
16 purchase orders that were --

17 THE COURT: Why are we talking about this? Why are
18 we talking about what was discussed at the meeting?

19 MR. THOMPSON: Your Honor, that would have been an
20 asset of the estate.

21 THE COURT: Okay. So all of the assets that they own
22 are being transferred to the buyer, so I don't understand how
23 it's relevant to talk about what assets were discussed at that
24 meeting or were not. Explain that to me. Why is that
25 relevant?

1 MR. THOMPSON: Because this trustee had an obligation
2 to maximize the value for all state creditors.

3 THE COURT: Right. And he said he identified the
4 most valuable assets. And --

5 MR. THOMPSON: Okay. Your Honor, if I have -- may
6 have a moment, maybe we can --

7 THE COURT: Yeah.

8 MR. THOMPSON: -- cut this short, and let Mister --

9 THE COURT: Great. Thanks.

10 MR. THOMPSON: Your Honor, in the -- in the interest
11 of trying to be briefer. We will -- I'm -- I will pass to
12 Mr. Michaels. Thank you.

13 MR. MICHAELS: Just -- our exhibits, we have binders
14 and -- and copies that we provided opposing counsel. I can
15 give them to the Court. Some of these are not premarked
16 because we had to print them this morning, and I just had them
17 in a hurry because they dealt with cross for the -- for the
18 decks, but I'll -- I'll come hand them up if that's okay, if I
19 can approach?

20 THE COURT: Okay.

21 MR. MICHAELS: And there's -- there's a couple here
22 that I think we'll just hand up when we bring them up --

23 THE COURT: Okay.

24 MR. MICHAELS: -- if that's okay. They're not in
25 this.

1 MR. GEORGE: Your Honor, I just want to point out
2 that Mr. Michaels is listed as a witness in the witness list,
3 so I -- who's telling the truth here? Is he a lawyer? Is he a
4 witness? Is he both? I mean, you know, this game that's being
5 played here --

6 THE COURT: Well, who's being called as a witness? I
7 thought we're --

8 MR. GEORGE: In the -- in the witness list in the
9 documents that we just received.

10 THE COURT: We have him and we have Scott Victor.
11 Those are the witnesses for today.

12 MR. MICHAELS: Your Honor, we brought witnesses
13 today. That's what you --

14 THE COURT: I don't -- okay. So why do I need to
15 hear from any witnesses from your side?

16 MR. MICHAELS: What's that?

17 THE COURT: Who am I hearing from? Give me an
18 example.

19 MR. MICHAELS: Stephen Blumenthal.

20 THE COURT: And why do I need to hear from him?

21 MR. MICHAELS: Your Honor, we were told at the June
22 5th hearing by you that -- that the timeframe for discussing
23 our assets that are being -- attempted to be included in the
24 transfer and sale, that this was the hearing that we should
25 prepare for and bring our arguments.

1 THE COURT: All right. But I'm just talking about
2 legal argument. I don't need to hear from witnesses. You've
3 briefed all of your legal arguments. That's what I care about.

4 Thanks.

5 UNIDENTIFIED SPEAKER: Okay.

6 MR. GEORGE: And Your Honor, Mr. Blumenthal is not on
7 the list of witnesses. Mr. Michaels is, the lawyer, but
8 Mr. Blumenthal --

9 MR. MICHAELS: All right. I mean --

10 MR. GEORGE: -- which one is he here today?

11 THE COURT: All right. All right.

12 MR. MICHAELS: Your Honor, I'm not going to be able
13 to scream over Mr. George. Can I --

14 MR. GEORGE: I'm not screaming. I'm just making a
15 point.

16 THE COURT: Yeah.

17 MR. MICHAELS: Okay. What he's referring to is a set
18 of documents handed to him by VSI. That's not our witness
19 list. We -- we're calling one witness.

20 THE COURT: Yeah. Okay.

21 MR. MICHAELS: Stephen Blumenthal.

22 THE COURT: I don't really -- so who's the witness
23 that you want to call, sir?

24 MR. MICHAELS: Stephen Blumenthal.

25 THE COURT: Yeah. And what is he going to testify

1 to?

2 MR. MICHAELS: He's going to testify to the assets
3 that we have in this estate and how easy it is to determine
4 that our assets are being transferred and where they're found.

5 THE COURT: Okay. And I don't need to hear from that
6 witness today, and I'm not going to hear from him today. I'm
7 happy to hear all the arguments that you've listed in your
8 briefs, but I'm not taking testimony from that gentleman. I
9 don't need that for part of the sale process.

10 The assets are what they are. They've listed them.
11 I mean, let's face it. The assets are mostly equity, right?
12 There's one piece of hard asset. The rest of this is -- deal
13 is equity.

14 MR. MICHAELS: Your Honor, with respect, we followed
15 your instructions in understanding that this was going to be
16 our day to bring our evidence, and the rug's being pulled out
17 from under us.

18 I -- I -- I stand dumbfounded that we couldn't rely
19 on this Court's statements that this was going to be our --

20 MR. GEORGE: Well, Your Honor --

21 THE COURT: But the statements I made in the prior
22 hearing specifically were that you should put in your brief to
23 the objection to the sale every legal argument you have about
24 the licenses. This is like your main argument, right? So you
25 did that. You gave the briefing, and we're looking at the

1 briefing, and we've seen their responses, and we're going to
2 take everything under advisement.

3 So it's a legal issue. I don't understand how this
4 is a --

5 MR. MICHAELS: Let me ask just a procedural question.
6 Are you saying that our declaration submission by Stephen
7 Blumenthal is being taken into evidence?

8 THE COURT: I will take that into evidence.

9 MR. MICHAELS: All right. Can I proceed with --

10 THE COURT: Yes.

11 MR. MICHAELS: -- cross? Okay.

12 MR. MICHAELS: This is -- again, I -- we received
13 their declarations at past 5:00 p.m. I'd already arrived --

14 THE COURT: Okay. It can't be a surprise, right?

15 MR. MICHAELS: What's that?

16 THE COURT: We all -- it can't be a surprise. We
17 know the sale process, right? We understand what happened.

18 MR. MICHAELS: Your Honor, I'm only apologizing for
19 not marking the exhibits.

20 THE COURT: Okay. That's fine, not a problem.

21 MR. MICHAELS: Right.

22 MR. GEORGE: What are you marking it?

23 MR. MICHAELS: This is --

24 MR. GEORGE: No. What are you calling it? The
25 number.

1 MR. MICHAELS: What?

2 MR. GEORGE: Just call it Rem.

3 MR. MICHAELS: Rembrandt Exhibit 1.

4 THE COURT: Okay. We'll do --

5 CROSS-EXAMINATION

6 BY MR. MICHAELS:

7 Q Mr. Homony, do you recognize the document we've put before
8 you?

9 A Yes. It looks like the teaser sent out by my investment
10 banker, SSG.

11 Q Okay. Can you jump to the assets overview?

12 A Okay.

13 Q In that section, does it describe that the assets include
14 Ultra-D technology?

15 A Yes.

16 Q Does it provide a list of the features and diverse
17 applications of the technology?

18 A There's a -- a heading that describes the unique features
19 in diverse applications of technology, yes.

20 Q And are the things listed under that heading, would you
21 agree that those are features and diverse applications of the
22 technology?

23 MR. GEORGE: Objection to form, Your Honor. To the
24 extent he knows.

25 THE COURT: Okay.

1 MR. MICHAELS: I -- I am --

2 THE COURT: Well, it says what is says, so what is
3 the question?

4 BY MR. MICHAELS:

5 Q Do you agree with what it says?

6 A I -- I don't know the technology at -- at the, kind of,
7 level that would --

8 THE COURT: Wasn't this prepared by Scott Victor?
9 Right -- was this? Yeah. Okay. So --

10 MR. GEORGE: So he's going to be a witness.

11 THE COURT: Yeah.

12 MR. MICHAELS: I mean, he can say, I don't know. I
13 had no -- no hand in preparing this.

14 THE COURT: Okay. Fine.

15 MR. MICHAELS: That -- that's the answer.

16 THE COURT: So you didn't --

17 THE WITNESS: No. No. I -- I did not prepare it.

18 THE COURT: Yeah. Okay.

19 THE WITNESS: I reviewed it before it went out.

20 BY MR. MICHAELS:

21 Q Do you recall getting lists of questions from Rembrandt
22 regarding the status of certain software?

23 A I -- I know we've engaged with Rembrandt numerous times
24 since my appointment. I know Rembrandt has provided certainly
25 lots of things with respect to their position in -- in terms of

1 their alleged intellectual property. We certainly met with
2 Rembrandt. We even put Rembrandt in direct contact with SEBV's
3 engineering team.

4 Q Uh-huh.

5 A I was a party to that meeting in which there was a lot of
6 back and forth, questions about the source code the technology,
7 how it's housed, et cetera.

8 Q So you brought up the very next thing I was going to, so I
9 appreciate that. In that meeting, do you recall Rembrandt
10 questioning the Eindhoven (phonetic) team whether they were
11 using a modern version controlled software management system?

12 A I don't recall that specifically, no.

13 Q So when you set up that meeting, did you feel that you, in
14 your power as trustee, that you had authority to ask the
15 Eindhoven team to meet with Rembrandt at your direction?

16 A I have authority to task anybody to -- to meet with
17 anybody.

18 Q Okay. So was it within your authority to ask them to
19 provide further information: Number of files, file names,
20 etcetera, for the source code that was on the secure server
21 that you've listed in your asset list?

22 MR. GEORGE: Objection to form, Your Honor. It
23 assumes facts not in evidence. There's no indication that
24 there was source code on any of those servers that Rembrandt
25 has an interest in.

1 MR. MICHAELS: You're -- with respect, the APA lists
2 the -- that as an asset. It's -- the exact words are, Source
3 code on a secure server.

4 THE COURT: Okay.

5 MR. MICHAELS: I mean, if he doesn't know that, then
6 the asset list is inaccurate.

7 THE COURT: Okay. And what --

8 MR. GEORGE: I believe that's --

9 THE COURT: -- my questions are --

10 MR. GEORGE: I'm sorry, Your Honor.

11 THE COURT: I just -- I'm so confused because, I
12 mean, the assets are what they are. Are you trying to make the
13 same point that he was trying to make about, you know, what is
14 the point about the assets? The assets have been listed on the
15 schedule to the assets of purchase agreement, so what is the
16 relevance of your line of questioning, sir?

17 MR. MICHAELS: The -- the relevance is whether he --
18 if there's an asset listed, does he know where is, as is, for
19 that -- for that asset, right?

20 UNIDENTIFIED SPEAKER: Your Honor --

21 MR. GEORGE: Your Honor, I -- I just want to object
22 to this because the only source code and -- and -- and servers
23 are in SeeCubic B.V. a non-debtor. Stream doesn't have any of
24 those assets, and they weren't listed. There was no scheduled
25 source code.

1 MR. THOMPSON: Objection. He's testifying, Your
2 Honor.

3 THE COURT: Okay. Well, I'm going to clarify that
4 the assets that are being sold are on the schedules. They're
5 either on there or they're not, so I don't want to talk about
6 it. It's there or not, right?

7 MR. GEORGE: But what I -- and what I'm objecting to
8 specifically is Mr. Michaels trying to make it appear that
9 we're selling assets in SeeCubic B.V.

10 THE COURT: Right. They're only -- you're only
11 saying they're shares. Yeah. Right.

12 MR. GEORGE: And the assets that were -- excuse me --
13 the assets that were listed as to B.V. were listed at the
14 Court's instruction that we list the downstream assets, so the
15 question was inappropriate. He knows it is, but he asked it
16 anyway.

17 MR. MICHAELS: With respect, I don't believe it's
18 inappropriate. We are asking about an asset listing on their
19 schedule.

20 THE COURT: Okay. But --

21 MR. MICHAELS: And -- and -- and if I may, Your
22 Honor. The -- the asset isn't shares in a corporation that may
23 have control of some software. Stream listed as its asset,
24 Source code on a secure server, not held in some other
25 corporate entity, Source code on a secure server, and I'm

1 asking, what is that? What -- where is it? What is it? And
2 that's -- I think that's a perfectly valid question about the
3 assets that are subject to this asset.

4 MR. GEORGE: If he has a document that reflects that,
5 he should show the witness because I don't believe there's any
6 such doc.

7 UNIDENTIFIED SPEAKER: Do you guys have the APM? Is
8 that in the -- in the folder you have there?

9 MR. MICHAELS: It's on the list of assets on the
10 beginning of the schedule --

11 UNIDENTIFIED SPEAKER: Okay. Well, if we're just --

12 THE COURT: She's trying to understand what you're
13 asking.

14 MR. MICHAELS: I'm asking --

15 THE COURT: I know, just show us the document.

16 MR. MICHAELS: We have -- we have an electronic --

17 UNIDENTIFIED SPEAKER: You don't have an APA in
18 printed form; do you not?

19 MR. MICHAELS: No. Okay.

20 THE COURT: So --

21 MS. RUSSELL: Your Honor?

22 THE COURT: Yes. Who is this speaking?

23 MS. RUSSELL: This -- this is Alyssa Russell from --
24 from Skadden along with -- with Marley. I'm on the phone here
25 representing SeeCubic.

1 I was just -- further the objection here to the
2 relevance as the APA makes clear Rembrandt's IP and any
3 physical assets that contain its IP to the extent it's found
4 valid and existing and enforceable, they're excluded assets.
5 We -- we don't think any of this is relevant here today.

6 MR. MICHAELS: We certainly care about Rembrandt's
7 assets, but I'm asking about their schedule on the APA that is
8 here to be approved in the sale to be approved, and asking,
9 What is the source code? Where is the source code? With
10 respect, they've said that they're --

11 MS. RUSSELL: The -- we appreciate your effort to --
12 to conduct this diligence, but -- but the stalking horse
13 purchaser has conducted their diligence and we are comfortable
14 taking these assets on an as is, where is basis, and, again,
15 don't -- don't believe this line of questioning is relevant.

16 THE COURT: I'm inclined to agree with her.

17 BY MR. MICHAELS:

18 Q The -- how is it that you determined that intellectual
19 property belonging to Rembrandt, Phillips, or any other third
20 party were not on the source code on a secure server --

21 THE COURT: Okay. I'm -- this is the legal argument.
22 You're talking about, you know, the fact that you think that
23 the sale is impermissible because it's infringing upon your
24 rights. I get that. It's a legal argument.

25 I don't want to hear any questions about that. The

1 assets are what they are. The only person who's bid upon them
2 has done their due diligence, and to the extent that you
3 believe that the sale is going to violate your rights, you can
4 bring whatever litigation you want. We simply are going to
5 have to agree to disagree on this matter, sir.

6 I don't want to hear any more questions about the
7 assets. The assets are what they are. They're on the
8 schedules. The buyer has done their due diligence, and you can
9 make whatever legal argument you want to make, but I don't need
10 to hear any questions about it. It's simply not relevant.

11 Okay. So I think we're done with you, sir.

12 Mr. Victor, do you want to come up here?

13 MR. GEORGE: Your Honor, do you want to proffer or
14 just --

15 THE COURT: On Mr. Victor?

16 MR. GEORGE: Yeah.

17 THE COURT: Quickly.

18 MR. GEORGE: Okay.

19 THE COURT: Come on, Mr. Victor. Come on up here.

20 Thanks, sir.

21 THE WITNESS: Would you like --

22 THE COURT: You can leave that.

23 MR. GEORGE: Your Honor, in accordance with this
24 declaration, he would testify that SSG was retained to market
25 the stream assets, as well as the equity interest held by

1 Technovative Media in the following companies: Technology
2 Holdings Delaware LLC, Media Holdings Company LLC, Ultra-D
3 Ventures CV a Kirkcow (phonetic) entity that pers retention
4 approved by this Court, SSG conducted a robust marketing of the
5 assets, contacted over 500 potential purchasers, solicitation
6 including everyone from television networks to OEM
7 manufacturers, to financial purchasers, that SSG and its staff
8 created a data room and in it was sales information populated
9 by documentation for the veteran trustee.

10 The following in a procedures hearing, SSG sent out a
11 second teaser with the comments of Rembrandt and BSI contained
12 and that the additional teaser did not generate any additional
13 interest in the assets being sold. Only one party accessed the
14 data room as of December 2nd, '24; there have been no other
15 bids on the assets, that the stalking horse offer provides
16 substantial benefit to the estate and in his opinion, the
17 stalking horse offer ties to the best offer that could be
18 obtained, under the circumstances, for the asset.

19 THE COURT: Thanks, Mr. George.

20 Tashay, can you swear our witness in?

21 J. SCOTT VICTOR, WITNESS, SWORN

22 THE COURT: Okay. You want to ask Mr. Victor -- oh,
23 sorry.

24 THE WITNESS: Yes, J. Scott Victor, V-I-C-T-O-R.

25 THE CLERK: Thank you.

1 THE WITNESS: 300 Bar Harbor Drive, West Conshohocken
2 in Pennsylvania, 19428.

3 DIRECT EXAMINATION

4 BY MR. SWICK:

5 Q Good afternoon, Mr. Victor. How are you?

6 A Good, how are you?

7 Q Good. I'm Adam Swick with Akerman on behalf of VSI. Talk
8 about your role; how are you retained in this matter?

9 A I was retained by the Chapter 11 Trustee, on behalf of my
10 firm, SSG advisors, to run a sale process for the debtor's
11 assets.

12 Q All right. How did you become familiar with the debtor's
13 assets?

14 A We were first aware of the debtor's assets when we were
15 hired by the secured creditor in the fall of 2022, to run an
16 Article IX process which was stayed by order of the Chancery
17 Court of Delaware.

18 Q I -- and who was the secured creditor that you referred
19 to?

20 A Hawk and SeeCubic.

21 Q Okay. And that's -- SeeCubic is the purchaser for here
22 today, correct?

23 A One of them. Yes.

24 Q Let's -- so when you were engaged, what were your duties
25 when you were engaged?

1 A By the trustee?

2 Q Correct. Yes.

3 A To reengage, understand the -- what was going on since our
4 engagement with the secured creditor terminated in January of
5 2023. We became familiar, we read up on all the litigation
6 that had occurred since our termination. And our job was to
7 put together a sale process for the assets of the debtor,
8 including the equity interest of the subsidiaries, held by
9 Technovative, and to put together a teaser, get information to
10 populate a data room, and to come up with a world-wide buyer
11 list to maximize the value of these assets.

12 Q All right. So how did you come up with your world-wide
13 buyer list?

14 A I had my team do research, as they do on every deal, and
15 come up with a buyer's list of strategic, operational financial
16 buyers that may be interested in this technology.

17 Q All right. We're going to do --

18 MR. SWICK: Did that work, Your Honor?

19 THE COURT: Yeah.

20 MR. SWICK: All right. Let's just label it VSI
21 Exhibit 1, it's Mr. Victor's declaration that was filed last
22 night.

23 Mr. THOMPSON: It's also --

24 MR. SWICK: Huh?

25 Mr. THOMPSON: It's also RT2.

1 MR. SWICK: Oh.

2 Mr. THOMPSON: Scott's declaration.

3 THE COURT: No.

4 MR. THOMPSON: This seat's really low, Your Honor.

5 MR. SWICK: My seat's really low, too, if that's what
6 you're saying.

7 BY MR. SWICK:

8 Q All right. Would you please take a look at paragraph 20?

9 A Paragraph 20, you say?

10 Q Yes.

11 A Yes.

12 Q All right. So it says that you reached out to 550
13 prospective buyers around the world; what does "reached out"
14 mean?

15 A It means that the teaser that we prepared, that I believe
16 you showed Mr. Homony here, which was Rembrandt 1, was sent out
17 to these 550 buyers that we came up with that we reviewed with
18 the trustee and his team as potential buyers. So that teaser,
19 along with an email, was sent out to those 550 and follow-up
20 calls to all of them. That's how we reach out in the sale
21 process.

22 Q Okay. And did -- and no one expressed any interest
23 besides VSI and Jacob -- I forgot his last name, but at
24 Continental?

25 A Continental Energy, yes. So no one signed an NDA other

1 than VSI and Continental advisors, which was an alleged
2 investor into VSI; but we had multiple conversations with
3 multiple potential strategic buyers who ultimately passed
4 without even signing an NDA.

5 Q So how many -- you said multiple, can you give me an
6 approximation of how many?

7 A Dozens.

8 Q Dozens. But no one went the next step for an NDA?

9 A No one.

10 Q Did Rembrandt ever express any interest in purchasing the
11 debtor's assets?

12 A Not to us directly, but I believe maybe to the trustee and
13 trustee's counsel, but no, I never had any direct reach-out by
14 Rembrandt, ever.

15 Q Okay. So even though they reached out to, at least, the
16 trustee or trustee's counsel, did you send them that teaser
17 went you sent it out to the 550 people?

18 A I don't know.

19 Q Did you send the teaser to VSI when you sent it out to
20 those 550 people?

21 A Well, VSI was already under NDA and we gave VSI access to
22 the data room and provided additional diligence to VSI's
23 representative, Bud -- I can't remember his last name at this
24 moment, but he requested several additional pieces of
25 information including the cash burn rate at SeeCubic BV, which

1 we gave him, literally, up until the last minute.

2 Q No, I understand that. But my question was, did you
3 provide VSI with the teaser when you sent it out to the 550
4 parties?

5 A I don't think so.

6 Q Okay.

7 A But I can't be sure.

8 Q So the Continental Advisory firm that we talked about, did
9 you send the teaser to them?

10 A We did send the teaser to them, as well as the NDA, which
11 they signed.

12 Q But did you send the teaser to them when you sent it out
13 to the 550?

14 A They were not included in the 550, no.

15 Q And then we've -- there's been a plan on file now, it has
16 just been for a couple of days, but the plan sponsor is an XD
17 called CanAm Financial in Canada. Have you ever heard of them
18 before?

19 A What's the name?

20 Q Can -- C-A-N-A-M.

21 A No.

22 MR. GEORGE: Your Honor, can we just have an offer of
23 proof of the relevance of what's in that plan?

24 THE COURT: Yeah, I don't -- well, the plan is not at
25 issue for today.

1 MR. GEORGE: Right.

2 MR. SWICK: Well, we have some -- it's -- all I want
3 to prove is there was an entity that has interest in these
4 debtor's assets, that I don't think got the teaser or was
5 contacted by Mr. Victor.

6 THE COURT: Did you -- sounds like you know them,
7 though, because they're part of the plan?

8 MR. SWICK: They're the plan sponsor. Yeah.

9 THE COURT: Did you not give them the teaser?

10 MR. SWICK: I -- well, we have now. Into this
11 process.

12 THE COURT: Okay. Well, are you saying that they're
13 a potential interested bidder on these assets?

14 MR. SWICK: They're not going to -- we don't want a
15 bid, we have a plan on file.

16 THE COURT: Oh, okay. All right.

17 MR. SWICK: Yeah.

18 THE COURT: So but what's the relevance of Mr.
19 Victor's --

20 MR. SWICK: Because CanAm is interested in spending,
21 like, \$300 million on these debtors.

22 THE COURT: How is that relevant to what Mr. Victor
23 was hired to do?

24 MR. SWICK: Well, he was hired to go find people who
25 want to spend money on the assets and he didn't contact them or

1 know who they were --

2 THE COURT: Mr. Victor --

3 MR. SWICK: -- or another part of the bids --

4 THE COURT: -- contacted over 500 people, I think
5 that's pretty impressive.

6 MR. SWICK: No, and not only that, Your Honor --

7 THE COURT: And if you knew of someone that might be
8 a potential interested buyer, I would think you'd forward all
9 that information along to them.

10 If your point is that Mr. Victor didn't send a teaser
11 to this person who is part of your plan, I don't really see how
12 that's relevant if you, you know, he -- he did a good job. He
13 sent it out to 500 people, and he didn't get any response. So
14 any other questions?

15 MR. SWICK: Yeah, I have more questions, Your Honor.

16 THE COURT: Okay.

17 BY MR. SWICK:

18 Q All right. Mr. Victor, let's look at paragraph -- I'm
19 sorry, just give me one second. Go to paragraph 11.

20 A Yes.

21 Q All right. So we're just going to read it out loud, it's
22 a short paragraph, just to save time.

23 "I met with VSI representatives who, after an
24 extensive discussion of SSG's approach to marketing
25 the debtor's assets, were satisfied that I could

1 perform the services of an investment banker fully
2 and without conflicts. VSI withdrew its objections
3 to SSG's retention."

4 Did I read that correctly?

5 A Yes, you did.

6 Q All right. Is that totally correct, Mr. Victor?

7 A It is correct because I spoke with counsel for VSI who's
8 here at the table today, along with his colleagues. They had
9 objected to our retention, claiming that we had a conflict
10 because we were retained in the fall of 2022 to do an Article
11 IX sale for the secured lender; they objected; we had a phone
12 call, probably two; and they withdrew the objection.

13 MR. SWICK: May I approach, Your Honor?

14 THE COURT: Yep. Thank you.

15 BY MR. SWICK:

16 Q So Mr. Victor, this is an email from Mr. Thompson to Mr.
17 Coren, Michael Vagnoni, and Ed George. I want to direct your
18 attention to paragraph 2. Okay? I'm going to read this out
19 loud, too.

20 "Moreover, we believe we, in the trustee, were
21 negotiating good faith regarding VSI's proposed plan
22 of reorganization. And thus, we agree to one,
23 withdraw VSI's objection to SSG's engagement; two,
24 postpone the hearing on our motion to compel and your
25 motion to quash originally set for September 18th to

1 November 7th, simultaneously resetting the trustee's
2 motion to withdraw and VSI's motion for
3 reconsideration.

4 "However, within a few short days of postponing the
5 hearing, the trustee reversed its prior commitments
6 with respect to VSI's plan, rejected VSI's proposed
7 full payment plan, and filed an expedited sale and
8 good procedures motion."

9 Did I read that correctly?

10 MR. GEORGE: Your Honor, I'm going to object. This
11 is a hearsay document; Mr. Victor's not copied on it.

12 THE WITNESS: I'm not copied.

13 THE COURT: Yeah. Well --

14 THE WITNESS: I don't know if I've ever seen this.
15 But okay, you've read it.

16 THE COURT: Okay. So I'm going to sustain that
17 objection. He's not part of this.

18 MR. SWICK: Okay.

19 BY MR. SWICK:

20 Q Were you part of any conversations where the attorneys in
21 this case and you were involved and mentioned and said hey,
22 we're going to withdraw this objection under certain conditions
23 that weren't just based on your qualifications?

24 A No.

25 Q No recollection whatsoever?

1 A None.

2 Q Okay. Let's go back just a little bit and talk about your
3 previous retention involving these parties and these assets,
4 back in -- I think you said it was 2020 for SeeCubic and Hawk?

5 A The fall of 2022.

6 Q Oh, 2022. Okay. How were you approached for that
7 representation?

8 MR. GEORGE: Your Honor, I'm going to object to the
9 relevance of this.

10 THE COURT: Yeah. What's the relevance of this?

11 MR. SWICK: The relevance, Your Honor, is that we
12 have a sale process where no one has expressed any real
13 interest, the assets are going to the entity that held all of
14 the assets, weren't retained by the trustee, and no one could
15 even bid on the assets. And so -- and then the investment
16 banker who did all of the solicitation was previously hired by
17 the Hawk parties and that's who these assets are going to
18 who've always retained them this entire time.

19 So the process -- this is going into legal argument
20 so I know exactly where you're going to go --

21 THE COURT: I know. Uh-huh. That's right.

22 MR. SWICK: -- so I'm going to -- that is, once
23 again, factual predicate for the legal argument, which is where
24 we are.

25 THE COURT: Okay. I'm going to sustain the

1 objection.

2 MR. SWICK: All right.

3 No further questions.

4 THE COURT: All right. Anyone else?

5 MR. VAGNONI: Can we go off of Rembrandt Exhibit 1,
6 the market excel sheet. Do you have that up there?

7 THE WITNESS: I have it.

8 THE COURT: Okay.

9 MR. VAGNONI: All set?

10 THE WITNESS: Yes.

11 CROSS-EXAMINATION

12 BY MR. VAGNONI:

13 Q Okay. So this document, can you describe for me how it
14 was created?

15 A Yes. My team created this one-page teaser which is
16 standard operating procedure to sell a company.

17 Q Okay.

18 A Or to finance a company, or whatever. But a one-page
19 teaser is standard operating procedure in the hundreds and
20 hundreds of sales that I have done.

21 Q Okay. Thank you. The assets overview section, who
22 provided you the information to write that section of the
23 teaser?

24 A My team put it together, speaking with, specifically, the
25 engineering team in the Netherlands.

1 Q Okay.

2 A At SeeCubic BV.

3 Q So this mentions the license with Phillips; do you see
4 that reference?

5 A Yes.

6 Q Did your team read the Phillips licensing agreement?

7 A We had it, yes.

8 Q But in the 550 --

9 A In fact, it's in the data room.

10 Q Right. So in terms of the 550 companies, or entities,
11 that you contacted, did you reach out to the 23 or so licensees
12 in that Phillips agreement that are basically working in the
13 same technology?

14 MR. GEORGE: Your Honor, I have an objection here.

15 He doesn't represent Phillips. Leia, who, I understand is a
16 successor to Phillips is on the telephone. So I don't
17 understand what standing he has to raise questions about the
18 Phillips license. He's not the licensor, doesn't have any
19 interest in it. He may -- his company may be a licensee, but
20 there are many of them out there.

21 THE COURT: Sustained.

22 MR. VAGNONI: Your Honor, I'm not asking about -- I'm
23 asking -- the companies he contacted, there's a list of
24 companies that have licensed the Phillips technology already.
25 They would be the prime companies to reach out to to sell these

1 assets. I'm asking if he reached out to any of those 23.

2 THE COURT: Okay.

3 BY MR. VAGNONI:

4 A I don't know the answer.

5 Q Did you --

6 A As I sit here.

7 Q Did you reach out to Leia?

8 A I don't know.

9 Q Did you reach out to Dimenco? Dimenco.

10 A I don't know.

11 Q How about Magnetic 3D?

12 A Do not know.

13 Q All right. So having listed some of the major players in
14 no glasses 3D TV, you're --

15 MR. GEORGE: Objection, Your Honor. He's testifying.

16 THE COURT: Yeah.

17 MR. GEORGE: He's calling -- we haven't even heard
18 these names until he just said them, now he's testifying --

19 MR. VAGNONI: Well, that's telling.

20 THE COURT: He hasn't -- so he hasn't asked these
21 people. So any other questions for Mr. Victor?

22 MR. VAGNONI: Let me just take a second here and look
23 at my notes.

24 No. I'm all set. Thank you.

25 THE COURT: Okay. All right. No more questions for

1 Mr. Victor then?

2 Okay. You may step down, sir. Thank you.

3 THE WITNESS: Thank you.

4 MR. THOMPSON: Your Honor, before you move on --

5 THE COURT: Yeah.

6 MR. THOMPSON: -- I may be able to -- I have some
7 suspicion of where this may go, but we had also, a witness list
8 and expected to be able to call witnesses on behalf of VSI and
9 our case-in-chief and that included -- that includes Mr.
10 Charles Bud Roberston (phonetic), Ms. Nicole Menine, Matthu
11 Rajan, among others. And I want to know whether we're going to
12 have that opportunity.

13 THE COURT: I don't have any need to hear from any
14 witnesses about the sale. What I was interested -- if there
15 were any concerns. Like, the concerns I was interested in
16 hearing about today was the sale process, if you thought that
17 there was something that Mr. Victor should have done or if you
18 had questions for the trustee. And I've heard all of your
19 questions, and I don't have any concerns about this sale. I
20 don't.

21 So that doesn't leave me to have any questions or
22 need to hear from your witnesses. Okay?

23 MR. THOMPSON: Our witnesses are going to testify
24 about the disposition of the assets that this trustee says he's
25 selling.

1 THE COURT: Right. And I think that the assets are
2 what they are and the buyer has reviewed the schedules and has
3 done their due diligence and is going to accept the assets as
4 is, wherever they are.

5 MR. THOMPSON: But the disposition of those assets
6 matters, Your Honor.

7 THE COURT: The disposition? There's going to be a
8 sale and the buyer's going to get the assets.

9 MR. THOMPSON: The assets that are Stream TV assets
10 that remain in the hands of the now winning bidder, the
11 stalking horse.

12 THE COURT: The buyer's going to get the assets on
13 the schedules. Okay?

14 MR. GEORGE: Will we have an opportunity to respond
15 to their filing of this morning, requesting a new order? And
16 then changes to the asset purchase agreement.

17 THE COURT: I'm going to give you 48 hours. If you
18 guys have any response to that, then -- okay. Would you like
19 72 hours?

20 MR. GEORGE: Is Monday morning -- what's the
21 difference --

22 THE COURT: Monday morning is fine. You can have
23 Monday morning to respond to the blackline order.

24 MR. WATTERS: Your Honor, this is Michael Watters,
25 for Shepherd Mullen, I'm counsel to Leia, Inc. I -- I have

1 some concerns about the sale order as well. I am sitting here
2 listening to the characterization of the sale, you know, your
3 characterization of the sale, I think, is inconsistent with the
4 redline order. I don't know if it's appropriate to raise that
5 now --

6 THE COURT: Okay. No. Yeah.

7 MR. WATTERS: -- order. All right.

8 THE COURT: Yeah. All right. I hear you.

9 So Pam, just mark on the docket --

10 MR. WATTERS: Yeah.

11 THE COURT: -- that any concerns with the blackline
12 order should be filed Monday close of business, 5:00 p.m.

13 Okay? Anything else?

14 MR. WATTERS: Okay.

15 MR. SWICK: I guess I just want to raise it formally,
16 and then to say we wanted to bring Mattheu Rajan, Bud Roberston,
17 Nicole Menine, to testify, that's been denied.

18 THE COURT: Yeah. I find it totally irrelevant.

19 Thank you.

20 MR. GEORGE: Your Honor, I would move into evidence
21 our exhibits 1 through 6 and ask the Court to take judicial
22 notice of the motion to approve the Hawk settlement which is
23 docket number 630; the evidentiary record from that hearing,
24 which is 670; the 9019 order which is 653; the trustee opinion
25 which is 548; the order granting Hawk relief from stay, which

1 is 549; and the reservation of rights by Leia which is 841.

2 THE COURT: Okay. So moved.

3 MS. RUSSEL: Your Honor, Alyssa Russel from Skinner &
4 Skinner on behalf of SeeCubic. Regarding the request to
5 respond to the redline order, the APA contemplates an outside
6 date for answering the order of December 7th and our client has
7 a target closing -- outside date for closing of December 10th.

8 THE COURT: Yep. I'm going to resolve --

9 MS. RUSSEL: Your Honor has already --

10 THE COURT: -- everything before the 10th.

11 MS. RUSSEL: Okay. I was going to say --

12 MR. THOMPSON: Your Honor, no one put them here -- no
13 one put them here but them.

14 THE COURT: Huh? Yeah. Okay. I'm going to enter an
15 order prior to the 10th. All right. I think that concludes
16 our business here today.

17 MR. THOMPSON: Thank you, Your Honor.

18 MS. RUSSEL: Thank you, very much. Ma'am? Thanks.

19 (Proceedings adjourned)

20

21

22

23

24

25

C E R T I F I C A T E

I hereby certify that the foregoing is a true and correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

John Buckley

John Buckley, CET-623
Digital Court Proofreader